

SECONDARY AGREEMENT

Between the

DEPARTMENT OF COMMUNITY HEALTH

and the

MICHIGAN STATE EMPLOYEES ASSOCIATION

For the

LABOR AND TRADES UNIT

and

SAFETY AND REGULATORY UNIT

Effective upon approval by the Civil Service Commission
for the period ending December 31, 2004

ARTICLE 4: ASSOCIATION RIGHTS
SECTION C: BULLETIN BOARDS

The specific location of bulletin boards is an appropriate subject for work location labor/management meetings.

ARTICLE 4: ASSOCIATION RIGHTS
SECTION H: OFFICE SPACE

In those institutional settings where office space is not currently provided, upon request of the M.S.E.A. Spokesperson, and subject to availability, M.S.E.A. will be provided with an office. Where no space is available, the Appointing Authority, or designee, will provide a locking file cabinet for exclusive use by M.S.E.A.

ARTICLE 4: ASSOCIATION RIGHTS
SECTION I: ACCESS TO PREMISES BY M.S.E.A. STAFF

Upon arrival, M.S.E.A. representatives will notify the Designated Employer Representative, who is the Personnel Officer or Designee, that they are on the premises, the nature of the business, and approximately how long they will be on the premises. Visitation will be made in accordance with this section of the Primary Agreement.

ARTICLE 4: ASSOCIATION RIGHTS
SECTION J: M.S.E.A. PRESENTATION

The Employer will advise the designated M.S.E.A. representative when a formal orientation program is scheduled. Such notification will be three (3) working days in advance of the scheduled session. The Union will have the opportunity

to make a presentation as provided for in Article 4, Section J. of the Primary Agreement. Such presentations shall not exceed twenty (20) minutes.

ARTICLE 7: M.S.E.A. BUSINESS AND ACTIVITIES
SECTION B: M.S.E.A. OFFICERS

Two days prior to the establishment of work schedules eligible employees will provide written notification to their immediate supervisor of intent to attend a scheduled Board meeting. In emergency situations, (i.e., special Board meetings) the Employer will authorize a variance from this procedural requirement. It is recognized that existing work schedules may, at times, require adjustments in order to give priority for attendance at Board meetings.

ARTICLE 12: LAYOFF AND RECALL PROCEDURE
SECTION A(2): SEASONAL LAYOFF

In the event an employee occupying a position which is designated as seasonal is scheduled for layoff, that seasonal employee may elect to either accept layoff or bump into another seasonal position in the same class series in the agency/facility. Layoff will be by inverse seniority.

Recall of a seasonal employee will be in accordance with Article 12, Section E (Recall Lists), Section F (Recall from Layoff), and Section G (Removal of Names from Recall Lists), except that if the employee who refuses or accepts recall to a seasonal position in the primary class within the original agency/facility shall be removed from all recall lists.

ARTICLE 12: LAYOFF AND RECALL PROCEDURE
SECTION C(1): GENERAL LAYOFF PROCEDURES

An employee whose position has been assigned to Central Office shall be recognized as being part of the Central Office layoff unit.

Each agency/facility shall constitute a separate layoff unit.

ARTICLE 12: LAYOFF AND RECALL PROCEDURE

SECTION D: BUMPING

Employees shall exercise bumping rights under the provisions of this article only as indicated below:

1. A. Full time employees first replace less senior full time employees.
2. The least senior full time employees are then given the option of replacing less senior part-time employees or of accepting layoff; then of replacing less senior permanent-intermittent employees or of accepting layoff.
2. A. Part-time employees first replace less senior part-time employees.
2. The least senior part-time employees are then given the option of replacing less senior permanent-intermittent employees or of accepting layoff; then of replacing less senior full time employees or of accepting layoff.
3. A. Permanent-intermittent employees replace less senior permanent-intermittent employees.
2. The least senior permanent-intermittent employees are then given the option of replacing less senior part-time employees or of accepting layoff; then of replacing less senior full time employees or of accepting layoff.

The attribute of full time, part-time, or permanent-intermittent accrues to the position, not the individual. Therefore, if an employee bumps (for example) from a full time to a part-time position, that employee will work part-time. Part-time and permanent-intermittent employees may only replace full time employees if they have achieved Civil Service status in a class.

ARTICLE 13 L & T: ASSIGNMENT AND TRANSFER

SECTION A(8): DEFINITIONS OF WORK UNIT

For purposes of this Article, a work unit is defined as including shift and specific description of the portion of the agency/facility in which the assignment is to be performed. The work units will be mutually determined at work location

labor/management meetings. At an agency/facility that does not currently have a Work Unit Agreement, the following sequence will occur:

1. The Appointing Authority will initially propose a list of work units.
2. Within thirty (30) calendar days after the effective date of this Agreement, the Agency/Facility Director, or designee, shall submit to the Chief Steward, or designee, a proposed list of work units.
3. The Union will determine if a labor/management meeting is necessary to discuss the proposed list of work units. Prior to such meeting, the Union will submit an alternative list of work units for resolving any differences that may exist. One or more of the following factors will be utilized in determining work units:
 - a. Employees working with the same administratively defined programs.
 - b. Programs, division, building or other unit description that reflects programmatic and operational needs.
 - c. Number and type of clients/residents served.
 - d. Size and location of buildings and/or work stations.
 - e. Possibly grouped within the same timekeeping unit.
 - f. Working under the same first line supervisor.

Every effort will be made to resolve differences at the work location labor/management meeting. Unresolved differences will be referred to a "special" Departmental labor/management meeting where such differences shall be resolved. For purposes of this Article, a special meeting will be an additional meeting to the number authorized by the Primary Agreement.

Agreed upon work units may be modified to include any new classes subsequently added to existing classes in the Labor and Trades Unit. These will first be discussed at work location labor/management meetings.

Any changes in the designation of agreed upon work units will require mutual agreement in a work location labor/management meeting.

ARTICLE 13 L & T: ASSIGNMENT AND TRANSFER
SECTION E(1): TRANSFER

Employees may apply for transfer across shifts within their current agency/facility and classification. Employees may apply for transfer within their current work location and classification. Employees may apply for transfer to other agencies/facilities at other work locations.

A copy of the Transfer Request form submitted to the employee's agency/facility Personnel Office will be given to the employee.

Internal transfers of employees in this bargaining unit shall be in compliance with Article 13.

ARTICLE 13: ASSIGNMENT AND TRANSFER
LETTER OF UNDERSTANDING

ARTICLE 13: SECTION E(1) L & T
ARTICLE 13: SECTION C(1) S & R

During Secondary Negotiations in 1997, the parties discussed and agreed to the following language:

A copy of all M.S.E.A. transfer request forms received by or submitted to each Personnel Office will be provided to the local M.S.E.A. designee.

ARTICLE 13 S & R: ASSIGNMENT AND TRANSFER
SECTION A (7): DEFINITIONS OF WORK LOCATION

A work location shall be defined as a building or group of buildings which constitutes a facility in the Department of Community Health.

Work locations shall consist of the following:
CARO CENTER

CENTER FOR FORENSIC PSYCHIATRY
CENTRAL OFFICE
CLINTON VALLEY CENTER
HAWTHORN CENTER
HURON VALLEY CENTER
KALAMAZOO PSYCHIATRIC HOSPITAL
NORTHVILLE PSYCHIATRIC HOSPITAL
MT. PLEASANT CENTER
SOUTHGATE CENTER
WALTER REUTHER PSYCHIATRIC HOSPITAL

ARTICLE 13 S&R: ASSIGNMENT AND TRANSFER

SECTION A (8): DEFINITIONS / WORK SITE

For purposes of this Article, a work site within a work location is defined as including shift and specific description of the portion of the work location in which the assignment is to be performed. The work sites will be mutually determined in work location labor/management meetings. In work locations that do not currently have Work Site Agreements, the following sequence will occur:

1. The Appointing Authority will initially propose a list of work sites.
2. Within thirty (30) calendar days after the effective date of this agreement, the Facility Director, or designee shall submit to the Chief Steward or designee, the work location's proposed list of work sites.
3. The Union will determine if a labor/management meeting is necessary to discuss the proposed list of work sites. Prior to such meeting, the Union will submit an alternative list of work sites for resolving any differences that may exist. One or more of the following factors will be utilized in determining work sites:
 2. Employees working with the same administratively defined programs within a work location.

3. Programs, division, building or other unit description that reflects programmatic and operational needs of that particular work location.
4. Number and type of clients/residents served.
5. Size and location of buildings and/or work stations.
6. Possibly grouped within the same timekeeping unit.
7. Working under the same first line supervisor.
- 8.

Every effort will be made to resolve differences at the work location labor/management meeting. Unresolved differences will be referred to a "special" Departmental labor/management meeting where such differences shall be resolved. For purposes of this Article, a special meeting will be an additional meeting to the number authorized by the Primary Agreement.

Agreed upon work sites may be modified to include any new classes subsequently added to existing M.S.E.A. units. These will first be discussed at work location labor/management meetings.

Any changes in the designation of agreed upon work sites will require mutual agreement in a work location labor/management meeting.

ARTICLE 13 S & R: ASSIGNMENT AND TRANSFER

SECTION C (1): TRANSFER

Employees may apply for transfer across shifts within their current work location and classification.

A copy of the Transfer Request form submitted to the employee's Personnel Office will be given to the employee.

Internal transfers of employees in this bargaining unit shall be in compliance with Article 13 (Safety and Regulatory).

ARTICLE 14: HOURS OF WORK

SECTION E: LENGTH OF LUNCH

Work schedules shall provide for the day to be broken at approximately midpoint by an unpaid meal period of not less than thirty (30) minutes or not to exceed one (1) hour. At the discretion of the Employer, meal periods may be temporarily rescheduled to meet operational requirements. Those employees who receive an unpaid meal period and are required to work or be at their work assignments and are not relieved for such meal periods shall have such time treated as hours worked for the purpose of computing overtime.

All employees covered by this Agreement are entitled to a lunch period. Within thirty (30) days of the effective date of this Secondary Agreement each employee has the right to elect one of the following options for the duration of this Agreement, or more frequently upon mutual agreement (Appointing Authority or designee approval or disapproval of such options will be based upon operational needs).

- 1) Continue current practice
- 2) Thirty (30) minute lunch period
- 3) One (1) hour lunch period

Necessary procedures for agreement on scheduling where groups of employees are involved will be an appropriate agenda item for work location labor/management meetings.

The lunch schedules that are currently being practiced shall remain in effect for the duration of this Agreement unless changed in accordance with this Agreement.

At Huron Valley Center, Management agrees to take into account unforeseen delays at security checkpoints in determining the amount of time necessary to provide an adequate meal period. If specific problems arise, these shall be addressed at the work location labor/management meetings and if not resolved at the work location, at a Departmental labor/management meeting.

ARTICLE 14: HOURS OF WORK

SECTION G: WASH-UP TIME

Employees occupying Labor and Trades positions shall be allowed necessary wash-up time.

ARTICLE 15: OVERTIME

SECTION B(4): ELIGIBILITY FOR OVERTIME CREDIT

In the Department of Community Health, an employee in a classification listed in Appendices A and B of the Primary Agreement shall be compensated at the overtime rate for all authorized work time, as defined above, in excess of eight (8) hours of work time in a day or eighty (80) hours of work time in a biweekly work period or all consecutive hours in excess of eight (8), provided that such an employee (1) regularly works a rotating schedule, (2) regularly works as part of an operation conducted on a 24-hour basis (three shifts) and/or seven (7) days/week and/or (3) where it is mutually agreed between the agency/facility and the employee.

ARTICLE 15: OVERTIME

SECTION E: SCHEDULING OF COMPENSATORY TIME

Requests for compensatory time shall be initiated by the employee. There will be no accrual of compensatory time absent the expressed approval of the Personnel Officer on a case by case basis.

ARTICLE 15: OVERTIME

SECTION F: OVERTIME PROCEDURE

Initial overtime rosters will be established listing bargaining unit employees who normally perform the same type of work by classification and seniority within each timekeeping unit. The most senior employee on the roster will be asked first. Each successive senior employee will then be asked until all employees have time charged to the overtime roster.

Once this is completed, the employee on the roster with the lowest number of hours will be asked and then employees with successively higher hours will be asked until the needed work force is filled. Overtime will be equalized among bargaining unit employees as equally as practicable. New employees entering the roster will be placed on the roster and credited with the highest number of hours, plus one hour. Overtime rosters will be updated as overtime is worked and shall be available for review by the employee. Scheduled holiday work hours shall not be credited to the overtime roster.

If an employee on the roster works or refuses to work offered overtime, the employee will be charged with the overtime hours actually worked. After overtime is refused by the employees on the overtime roster, employees from other classes within M.S.E.A. bargaining units may volunteer for the overtime, before overtime is mandated. Nothing shall prevent management from seeking volunteers for said assignment.

Those from other classes who are sought out as volunteers will not be charged. If an employee cannot be contacted, the employee will not be charged with the overtime. When it is necessary for management to mandate an overtime assignment, it will be assigned to the qualified employee who primarily performs the work who has the least overtime hours on the roster. Such mandated overtime will be charged to the overtime roster in addition to the overtime charged to the roster when the employee initially refused voluntary overtime. If a tie in overtime hours charged to the overtime roster occurs, the least senior of those employees will be mandated.

Bargaining unit employees temporarily working out of class within the bargaining unit shall remain on the overtime roster for their regular classification. In addition they will be placed on the overtime roster for the class and level of

the position in which they are working out of class. The employees will be credited with the highest number of hours on the roster for the working out of class positions.

Employees temporarily working out of class for ten (10) consecutive full days of actual work or more, in a supervisory or non-bargaining unit class, shall be removed from the overtime roster of their civil service classification. Employees returning to their bargaining unit class will be credited with the highest number of hours, plus one hour on that overtime roster.

When a job has been started during normal working hours and must be completed on overtime, management may require the employee who is on the job to complete that job on overtime.

If an employee is off on any type of leave (except personal sick leave usage) the employee may be contacted and offered overtime. The employee will not be charged on the overtime roster if the assignment is refused.

If an employee is off on any type of leave for one completed bi-weekly pay period or more, excluding vacation, the employee will be credited with the highest number of hours, plus one hour on the roster upon return to work.

Payment for a violation of the overtime agreement will be made if management improperly assigned the overtime to the wrong:

- 8.1 Overtime roster.
2. Classification.
3. Department.

In all other erroneous overtime assignments the appropriate remedy will be to provide that the affected employee shall receive subsequent overtime work for which qualified until such situation is corrected. If supervision does not offer the next subsequent overtime for which qualified to the affected employee, the overtime for that subsequent assignment which was missed will be paid to the affected employee.

ARTICLE 18: M.S.E.A. REPRESENTATION

SECTION A(3): M.S.E.A. REPRESENTATIVES AND JURISDICTIONS

For representation purposes only, a steward's jurisdictional area shall be that person's agency/facility.

ARTICLE 18: M.S.E.A. REPRESENTATION

SECTION B: CHIEF STEWARDS

The jurisdictional areas of M.S.E.A. Chief Stewards are designated, within the Department of Community Health, as follows:

Caro Center

Central Office, CPHA in Ingham County and M.S.A.

Center for Forensic Psychiatry and Huron Valley Center

CPHA in Wayne County, Southgate Center and Walter Reuther Psychiatric Hospital

Hawthorn Center, Clinton Valley Center and Northville Psychiatric Hospital

Kalamazoo Psychiatric Hospital

Mt. Pleasant Center and CPHA in Houghton County

ARTICLE 19: LABOR/MANAGEMENT MEETINGS

SECTION B: REPRESENTATION

Work Location: The M.S.E.A. Departmental Spokesperson shall appoint the M.S.E.A. work location designee for labor/management meetings. Notification of the designee will be made to the appropriate agency/facility Personnel Director(s), or designee(s). The M.S.E.A. work location designee may appoint up to three (3) representatives from each agency/facility to participate in work location labor/management meetings. However, at the department's multiple agency work locations (Hawthorn Center/Northville Psychiatric Hospital, and Huron Valley Center/Center for Forensic Psychiatry), the work location designee shall not appoint any labor/management meeting representative from an

agency/facility to which the meeting agenda does not pertain. In addition to the aforementioned representatives, M.S.E.A. may, based solely upon matters scheduled in the agenda, request the presence of not more than one (1) additional representative from each agency/facility within the work location, for the purpose of participating in such meetings. The attendance of such additional Union Representative(s) at the meetings shall not result in the representative(s) incurring a loss of pay, and shall be limited to the discussion of the agenda item(s) for which the representative(s) attendance was requested. Such items will normally be first on the agenda in order to minimize time away from the job. The presence of any additional Union Representative(s) at work location labor/management meetings will be by mutual agreement of the parties.

Departmental Level: The M.S.E.A. Departmental Spokesperson shall notify the Central Office Personnel of the M.S.E.A. representatives for Departmental level labor/management meetings. M.S.E.A. shall designate up to five (5) representatives to participate in labor/ management meetings.

ARTICLE 19: LABOR/MANAGEMENT MEETINGS

SECTION C: SCHEDULING

Work location labor/management meetings shall be scheduled monthly at the request of either party. A meeting agenda will be included with the request. Additionally, when the Union is requesting a work location labor/management meeting, it shall provide the appropriate agency/facility personnel director(s), or designee(s), with the names of appointed labor/management meeting representatives, and their respective agency/facility of employment (in the case of a multiple agency/facility work location). Additional meetings shall be scheduled by mutual agreement.

At multiple agency/facility work locations, the party requesting a labor/management meeting shall group agenda items by agency/facility, and forward the labor/management meeting request to the appropriate Union labor/management meeting work location designee, or appropriate

facility/agency personnel director(s), or designee(s), depending on which party is requesting the meeting.

ARTICLE 19: LABOR/MANAGEMENT MEETINGS
SECTION D: PAY STATUS OF M.S.E.A. REPRESENTATIVES

M.S.E.A. representatives shall be permitted time off of scheduled work without loss of pay for necessary travel to attend labor/management meetings.

ARTICLE 22: HEALTH AND SAFETY
SECTION F: PROTECTIVE CLOTHING

The Department will provide and maintain protective clothing and equipment required by the Employer or those Departments regulating the applicable standards (such as M.I.O.S.H.A.) necessary for employees to accomplish duties safely and effectively.

Any protective apparel currently provided will continue to be provided for the life of this Secondary Agreement. When an employee normally works in an area where there is extreme dust, dirt, grease, paint, or biological soiling and/or high incidence of wear or clothing destruction, the Department will provide coveralls.

When seasonal clothing is mutually deemed necessary in accordance with this section the employee may purchase the clothing and be reimbursed by their agency/facility. Reimbursement shall not be greater than the cost to purchase the same item through Michigan State Industries.

Seasonal clothing currently provided at each agency/facility will continue to be provided for the life of the Secondary Agreement. However, the following seasonal clothing will be provided at each agency/facility:

Maintenance Shop and Power Plant employees who regularly work outside will be provided lined coveralls, hooded coats, gloves, boots and raincoats.

Stockroom, Storeroom, and Warehouse employees who regularly work outside will be provided lined coveralls, hooded coats, gloves, boots and raincoats.

For painters, lined coveralls, coats, gloves, boots, raincoats and an annual \$70.00 allowance for shoes will be provided.

For those employees whose outside job assignments are incidental, coats will be made available.

In the event that current job functions are altered, new classifications are created or new regulations are established requiring the need for protective clothing, the issue will be added to the agenda and addressed in work location labor/management meeting(s).

Discussions concerning the need for, type, quality and adequacy of requested items as well as new technologically developed items shall be appropriate subjects for work location labor/management meetings. Labor/ management discussions concerning protective clothing may occur at any time during the term of the Primary Agreement upon request by either party.

ARTICLE 22: HEALTH AND SAFETY

SECTION J: HEALTH AND SAFETY COMMITTEE

The parties agree that a Health and Safety committee will be continued in those agencies/facilities that provide direct mental health services. It is further agreed that in accordance with Article 22, Section J of the Primary Agreement, a M.S.E.A. representative will serve all M.S.E.A. employees at an agency/facility. The frequency of meetings and the requirements for agenda items will be as described in Article 22, Section J.

Health and safety concerns may also be addressed in work location labor/management meetings.

ARTICLE 29: TRAINING

At the time of entry, or whenever new technology is applied, or whenever procedures for performing existing functions of M.S.E.A. employees are altered, the Department shall make every effort to provide adequate training to enable employees to deal effectively with circumstances normally met on the job. The Department will review and provide copies of training packages to employees prior to implementation of new procedures, policies, work rules and regulations concerning conduct and performance. Training packages provided by the Department shall provide the employees with a statement of purpose and clear, understandable and measurable instructional objectives.

Employees will be provided with necessary in-service training as determined by their Appointing Authority. If the Department is unable to conduct sessions relevant to a particular skill, the employee may be granted administrative leave to attend sessions scheduled by other Agencies, Departments, Universities, etc. Where licensure or certification is required by Civil Service class specifications, the Employer will provide administrative leave to attend training required to maintain such licensure. Reimbursement for any fees and/or tuition charged for attending such training sessions will be governed by budgetary considerations and paid at the discretion of the agency/facility Appointing Authority or designee. Whenever the Appointing Authority or designee determines that such fees and/or tuitions are to be paid, they will be paid prior to, or at the time of registration.

Management will, when possible, give two (2) weeks advance notice to employees who are to attend a training session. Attendance may not be required during a previously scheduled and approved employee vacation.

Management is encouraged, based on operational needs, to adjust employees work schedules to allow employees to attend classes and training sessions which are directly related to their work and which would be mutually beneficial to the employees and Management.

Such adjustments must be made within the pay period and the Employer shall not be responsible for any overtime resulting from such adjustments.

ARTICLE 35 MISCELLANEOUS BENEFITS

SECTION A. CLOTHING

In those work locations that require uniforms for safety officers, the work location shall provide such uniforms. At work locations where uniforms are required the following shall apply:

- Rain wear

- Hats or caps - 1 winter and 1 summer type (if required)

- Coat - (winter type with zip out lining)

- Shirts -8 (long sleeve or short sleeve)

- Slacks -4 pairs

- Belt - 1 (leather uniform belt)

- Necktie - 2 (if required)

- Foot wear - uniform black leather

- Sweater - 1 (if currently provided at the work location)

- Spring Jacket - 1 (upon employee request)

Uniform items currently provided will continue to be provided for the life of this Agreement.

Issues of replacement will be a proper subject for work location and Department level labor/management meetings.

Current methods and practices of laundering, dry cleaning and maintaining clothing will continue.

If there are changes at any work locations of the Department regarding the changing into and out of uniforms at a work site, this will be a proper subject for Departmental level labor/management meeting to resolve this matter only. This provision is subject to request by either party during the life of the Agreement.

ARTICLE 35 MISCELLANEOUS BENEFITS

SECTION F. LOUNGE AND EATING AREAS

The Department shall provide lounge/eating areas at all DCH facilities. The Department will endeavor to ensure that these areas are kept clean and sanitary, separate from patient/resident areas and appropriately furnished.

ARTICLE 39: PAID ANNUAL LEAVE

SECTION H: SCHEDULING

A vacation is defined as seven (7) or more consecutive calendar days away from work through any combination of annual leave time, compensatory time, holiday time, regular days off and/or layoff days. Employees wishing to reserve a vacation period will submit an annual leave request to their supervisor. The supervisor will maintain a vacation calendar and/or record and record the name of the employee requesting the vacation, the date the request was made and the dates of the requested/approved vacation. This calendar and/or record will be posted or made available to employees on request.

Annual leave usage will be on a "first come, first served" basis, except that, seniority vacation requests will take preference over the "first come, first served" requests if submitted no less than four (4) months in advance of the requested time off. In the event of overlapping vacation requests, seniority requests must be made prior to the four (4) month approval date of a less senior employee's request. An employee can only have one (1) seniority request on file at one time. No further seniority vacation requests can be submitted until the first vacation is over. Seniority vacation requests shall be approved/disapproved four (4) months prior to the time requested.

Supervisors will have seven (7) calendar days to notify the employee of the approval/disapproval of the seniority vacation request. Such vacation requests shall not be unreasonably denied. A vacation request will not be accepted more than twelve (12) months prior to the vacation date. Employees may

withdraw such vacation requests up to ninety-six (96) hours prior to the beginning of the pay period in which the vacation is to occur.

An employee shall not be entitled to seniority preference for the same period or overlapping period in successive years until the other employees at the work unit(s) have had the chance to utilize that period. An employee who withdraws an approved seniority vacation will be charged for that vacation in successive years.

“First come, first served” vacation requests shall be approved/disapproved within seven (7) calendar days of the written request to the supervisor. Such vacation requests shall not be unreasonably denied. Non-seniority vacation requests must be submitted at least fourteen (14) calendar days prior to the beginning of the pay period in which the vacation will fall. Employees may withdraw such vacation requests up to ninety-six (96) hours prior to the beginning of the pay period in which the vacation is to occur.

Annual leave of less than seven days shall be approved/disapproved on a “first come, first served” basis. Such leave will not be unreasonably denied. Annual leave requests will be approved/disapproved within seven (7) calendar days and/or prior to the time requested.

All disapproved requests shall contain the written reason for said disapproval. Supervisors shall date all approved or disapproved leave requests.

ARTICLE 49:

PERMANENT-INTERMITTENT AND PART-TIME EMPLOYEES

The parties recognize that the Department of Community Health does not furlough permanent-intermittent employees. However, if during the life of this Agreement any items addressed in this Article become an issue, this section may be reopened at the request of either party.

MSEA Secondary Bargaining Team

Thomas Torpey, Spokesperson

Lambert Solak

Mary Rozich

Donald Tuck

Alan Clark

DCH Secondary Bargaining Team

Allen Sipes, Spokesperson

Jeffrey Allison

Maurice Forest

